

**REQUEST FOR PROPOSALS**

**TECHNICAL ASSISTANCE FOR THE**

**ESSAOUIRA SOLAR PHOTOVOLTAIC POWER PLANT**

Submission Deadline:      **4:00 PM**

**LOCAL TIME**

**April 8, 2011**

Submission Place:      **Mr. Saïd Mouline**  
**Directeur Général**  
**Agence Nationale pour le Développement des Energies**  
**Renouvelables et de l'Efficacité Energétique (ADEREE)**  
**Ministère de l'Energie et des Mines**  
**Rabat, Maroc**  
**Phone: +212 5 37-68-84-07**

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

**N.B.: Any and all questions pertaining to the RFP should be sent to Nina Patel, USTDA,  
1000 Wilson Blvd, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357,  
Fax: (703) 875-4009, [npatel@ustda.gov](mailto:npatel@ustda.gov)**

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## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$631,000 to the National Agency for the Development of Renewable Energy and Energy Efficiency (ADEREE) (the "Grantee") in accordance with a grant agreement dated January 25, 2011 (the "Grant Agreement"). USTDA has provided a grant to the Grantee to perform the Essaouira Solar Photovoltaic Power Plant Technical Assistance. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Technical Assistance.

### **1.1 BACKGROUND SUMMARY**

Morocco has limited indigenous fossil fuel resources and consequently relies on imports, particularly coal and oil, to meet more than 97% of the country's energy needs. This reliance makes Morocco vulnerable to volatile changes in the price of oil, natural gas and other forms of energy. In 2008, the country expended over \$8 billion to meet its energy needs through imports, with additional government subsidies totaling \$1.5 billion to regulate consumer prices of these petroleum products. At the same time, energy demand is rising by approximately 7% per year while capacity is growing at only half that rate.

Accordingly, the Government of Morocco (GOM) has recognized the vital need to develop long-term, sustainable sources of energy by exploiting the country's vast indigenous, renewable energy resources. The GOM has launched a national renewable energy and energy efficiency plan that aims to achieve installed generation capacity of 2 GW each from solar, wind and hydro resources by 2020; representing a potential renewable energy input of 42% of total energy capacity. The GOM is highly committed to the development of renewable sources of energy and is moving to implement several projects and initiatives.

This ambitious program is supported by several regulatory and financial initiatives, and by the recent creation of public sector entities, such as ADEERE. ADEERE was established in January 2010 under the jurisdiction of the Ministry of Energy, Mines, Water and Environment. ADEERE's mission is to oversee small-scale renewable energy projects and pilot programs; conduct research of the development of renewable energy; and coordinate project implementation with other sector stakeholders to support long-term sustainable development of Morocco's energy policies.

The Technical Assistance will support ADEERE's objectives through providing a detailed assessment for the implementation of a 5 MW solar photovoltaic (PV) pilot power plant in Essaouira. The pilot project is expected to showcase the applicability of solar PV technology on a utility scale and will serve as a model for duplication throughout Morocco in similar sized cities with limited grid access. The Technical Assistance will identify the specific needs of a solar PV power facility including preferred and alternative site evaluation; technological and financial assessments; engineering; permitting analysis, and project implementation planning.

A background Definitional Mission is provided for reference in Annex 2. Please note that the Definitional Mission report is for reference only.

## **1.2 OBJECTIVE**

The Terms of Reference (TOR) for this Technical Assistance are attached as Annex 5.

## **1.3 PROPOSALS TO BE SUBMITTED**

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$631,000. **The USTDA grant of US\$631,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

## **1.4 CONTRACT FUNDED BY USTDA**

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$631,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

## **Section 2: INSTRUCTIONS TO OFFERORS**

### **2.1 PROJECT TITLE**

The project is called Essaouira Solar Photovoltaic Power Plant Technical Assistance.

### **2.2 DEFINITIONS**

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

### **2.3 DEFINITIONAL MISSION REPORT**

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

### **2.4 EXAMINATION OF DOCUMENTS**

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Technical Assistance.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Technical Assistance.

## **2.5 PROJECT FUNDING SOURCE**

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$631,000.

## **2.6 RESPONSIBILITY FOR COSTS**

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

## **2.7 TAXES**

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

## **2.8 CONFIDENTIALITY**

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

## **2.9 ECONOMY OF PROPOSALS**

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

## **2.10 OFFEROR CERTIFICATIONS**

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

## **2.11 CONDITIONS REQUIRED FOR PARTICIPATION**

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for

specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

## **2.12 LANGUAGE OF PROPOSAL**

All proposal documents shall be prepared and submitted in English, and only English.

## **2.13 PROPOSAL SUBMISSION REQUIREMENTS**

The **Cover Letter** in the proposal must be addressed to:

**Mr. Saïd Mouline  
Directeur Général  
Agence Nationale pour le Développement des Energies  
Renouvelables et de l'Efficacité Energétique (ADEREE)  
Ministère de l'Energie et des Mines  
Rabat, Maroc  
Phone: +212 5 37-68-84-07**

**An Original and eight (8) copies of your proposal must be received at the above address no later than 4:00 PM, on April 8, 2011.**

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

## **2.14 PACKAGING**

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

## **2.15 AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.



## **2.16 EFFECTIVE PERIOD OF PROPOSAL**

The proposal shall be binding upon the Offeror for ninety (90) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

## **2.17 EXCEPTIONS**

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

## **2.18 OFFEROR QUALIFICATIONS**

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, technical assistance and/or other services similar to those required in the TOR, as applicable.

## **2.19 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals.

## **2.20 PRIME CONTRACTOR RESPONSIBILITY**

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

## **2.21 AWARD**

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

## **2.22 COMPLETE SERVICES**

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

## **2.23 INVOICING AND PAYMENT**

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

### **Section 3: PROPOSAL FORMAT AND CONTENT**

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$631,000, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

#### **3.1 EXECUTIVE SUMMARY**

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

## **3.2 COMPANY INFORMATION**

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

### **3.2.1 Company Profile**

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Technical Assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

### **3.2.2 Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

### **3.2.3 Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

### 3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, **a certified copy of its Articles of Incorporation, and a certificate of good standing** issued within one month of the date of its proposal by the State of \_\_\_\_\_. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

### **3.2.5 Subcontractor Profile**

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

### **3.2.6 Subcontractor's Representations**

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical Assistance and to perform the Technical Assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

### **3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

### **3.4 TECHNICAL APPROACH AND WORK PLAN**

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

### **3.5 EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Technical Assistance as described in this RFP.

### **Section 4: AWARD CRITERIA**

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

1. Firms' specific experience related to the assignment: 25 points maximum
  - Firms' overall experience: 15 points
  - Firms' overseas experience: 10 points
2. Adequacy of proposed work plan and methodology in response to the TOR: 25 points maximum



- Knowledge of proposed work and understanding of service: 10 points
  - Appropriateness of proposed methodology and workplan: 15 points
3. Qualifications and competence of the key staff for the assignment: 25 points maximum
- Team Leader's experience in similar projects: 5 points
  - Project Engineer's experience in similar projects: 5 points
  - Mechanical Engineer's experience in similar projects: 5 points
  - Electrical Engineer's experience in similar projects: 5 points
  - Economist / Financial Analyst's experience in similar projects: 5 points
4. Past performance: 25 points maximum
- Six relevant and verifiable projects: 25 points
  - Five relevant and verifiable projects: 20 points
  - Four relevant and verifiable projects: 15 points
  - Three relevant and verifiable projects: 10 points
  - Two relevant and verifiable projects: 5 points

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

# **ANNEX 1**

MR. SAID MOULINE, DIRECTEUR GENERAL, AGENCE NATIONALE POUR LE DEVELOPPEMENT DES ENERGIES RENOUVELABLES ET DE L'EFFICACITE ENERGETIQUE (ADEREE), MINISTERE DE L'ENERGIE ET DES MINES, RABAT, MAROC, TEL.: +212 5 37-68-84-07

MOROCCO: ESSAOUIRA SOLAR PHOTOVOLTAIC POWER PLANT TECHNICAL ASSISTANCE

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Morocco: Essaouira Solar Photovoltaic Power Plant Technical Assistance. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop Technical Assistance for the Morocco: Essaouira Solar Photovoltaic Power Plant.

Morocco has limited indigenous fossil fuel resources and consequently relies on imports, particularly coal and oil, to meet more than 97% of the country's energy needs. This reliance makes Morocco vulnerable to volatile changes in the price of oil, natural gas and other forms of energy. In 2008, the country expended over \$8 billion to meet its energy needs through imports, with additional government subsidies totaling \$1.5 billion to regulate consumer prices of these petroleum products. At the same time, energy demand is rising by approximately 7% per year while capacity is growing at only half that rate.

Accordingly, the Government of Morocco (GOM) has recognized the vital need to develop long-term, sustainable sources of energy by exploiting the country's vast indigenous, renewable energy resources. The GOM has launched a national renewable energy and energy efficiency plan that aims to achieve installed generation capacity of 2 GW each from solar, wind and hydro resources by 2020; representing a potential renewable energy input of 42% of total energy capacity. The GOM is highly committed to the development of renewable sources of energy and is moving to implement several projects and initiatives.

This ambitious program is supported by several regulatory and financial initiatives, and by the recent creation of public sector entities, such as ADEERE. ADEERE was established in January 2010 under the jurisdiction of the Ministry of Energy, Mines, Water and Environment. ADEERE's mission is to oversee small-scale renewable energy projects and pilot programs; conduct research of the development of renewable energy; and coordinate project implementation with other sector stakeholders to support long-term sustainable development of Morocco's energy policies.

The Technical Assistance will support ADEERE's objectives through providing a detailed assessment for the implementation of a 5 MW solar PV pilot power plant in Essaouira. The pilot project is expected to showcase the applicability of solar PV technology on a utility scale and will serve as a model for duplication throughout Morocco in similar sized cities with limited grid access. The Technical Assistance will identify the specific needs of a solar PV power facility including preferred and alternative

site evaluation; technological and financial assessments; engineering; permitting analysis, and project implementation planning.

The U.S. firm selected will be paid in U.S. dollars from a \$631,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 4:00 PM, April 8, 2011 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

## **A N N E X 2**



**Essaouira Solar PV Plant Project**

## **Executive Summary**

With over 97% of its energy imported and heavy reliance on fossil fuels, Morocco is promoting the development of renewable energy sources as means of fostering economic growth and has launched a national renewable energy and efficiency plan (NREEP) aimed at increasing generating capacity from solar, wind and hydro sources to 2GW each by 2020. There is great momentum in the country to learn and implement new green technologies with the final objective of not only having the capacity of using renewable energy sources to respond to local demand, but in the long-run to leverage on Morocco's geographical position and existing interconnections to Europe to potentially export energy.

In response to this ambitious goal, the U.S. Trade and Development Agency (USTDA) awarded a Definitional Mission to Morocco Clean and Renewable Energy, Project No. 21021008 to the KED Group, LLC in May 2010. Subsequent to the award, the KED Team traveled to Morocco to assess potential projects in the country that would merit USTDA support and met with a number of stakeholders in the sector during ten business days. As part of this mission, KED is recommending the funding of a technical assistance for a 5 MW pilot PV plant in Essaouira. The primary objective of this project is to demonstrate small-scale application of PV technologies for towns and villages and provide a baseline for evaluating solar PV for implementation of similar size and scope projects throughout the country. It is anticipated that this project would be a highly replicable activity and that similar projects will be implemented in the near future based on this experience and any "lessons learned" obtained during implementation.

The proposed grantee for this project is the Agence Nationale pour le Developpement des Energies Renouvelables et de l'Efficacite Energetique (ADEREE). ADEREE is a newly-created entity responsible for overseeing small-scale renewable energy projects and pilot programs, identifying potential resources within the sector, conducting research and development of renewable energy and coordinating project implementation with other sector stakeholders to support long-term sustainable development of Morocco's energy policies. There is also strong support from SIE, an entity that is managing a \$1 billion fund for renewable projects.

KED's recommendation for funding of this technical assistance is based on its potential for replication, the opportunities available for export of parts, components and services (i.e. engineering, design, construction management) for U.S. companies and the opportunity to provide assistance in a portion of the renewable energy program that has not yet received cooperation from other sources. While competition from European (especially German and Spanish firms) is strong, we believe that there is great interest and momentum for participation of American manufacturers and investors and companies such as First Solar, Nanosolar, Applied Materials, Suniva, and Sun Power Corp. in the U.S. are well-positioned to provide the most modern technologies for this project.

In regards to developmental impacts, this technical assistance will result in new job opportunities, transfer of PV solar technologies to the Moroccan market and in the long-term for



## **Essaouira Solar PV Plant Project**

development of a local market for manufacturing, installation and maintenance of parts and systems.

## **Project Description**

### **Sector Background**

Increases in GDP and population in Morocco have made the energy sector a key area for economic development. With demand rising by about 7% per year, and capacity growing only at about half the rate, Morocco needs to develop a long-term sustainable energy sector policy. Furthermore, historically Morocco has imported more than 97% of its energy and relies primarily on fossil fuels, particularly oil and coal, which makes the country highly vulnerable to changes in oil prices. More than half of these imports account for crude oil, but Morocco also relies on imports for its liquefied petroleum gas (LPG) consumption - over 90% of the total consumed LPG is imported. Expenditures in energy have increased significantly during recent years. In 2008, energy imports were valued at over \$8 billion, a 25% increase from 2007 levels and during the same year the Moroccan government paid for subsidies more than \$1.5 billion in order to regulate consumer prices of petroleum products. Energy expenditures are causing increased pressure to the Moroccan government and with forecasts of demand to increase from about 24 GW in 2008 to 95 GW by 2030, the government understands that a change in the energy sector policy is imperative to ensure Morocco success into the future.

In response, Morocco has set forth a clear plan to move away from these dependencies and develop its vast indigenous resources. The government has recognized the strong need to implement renewable energy projects that allow utility-scale power generation and sustainable capacity increases in support of economic growth. A series of initiatives have been already launched with the final objective of achieving generation of 2 GW from solar, 2 GW from wind and 2 GW from hydro resources by 2020. With 5 KW per square meter per day of solar energy and wind speeds of 8 to 11 meters per second along its coastline, Morocco has unprecedented potential to achieve its energy sector goals.

This ambitious program for Morocco has been supported by several regulatory and financial initiatives. The regulatory environment has changed significantly in recent months and the government has established dedicated entities under the Ministry of Energy, Mines, Water and Environment to undertake specific subsectors and/or projects. The recently-created Agence Nationale pour le Developpment des Energies Renouvelables et de l'Efficacite Energetique (ADEREE) is responsible for assessing available resources, managing and implementing pilot programs for all renewable energy sub-sectors and working with sector stakeholders in the development of small scale projects, human capacity building, training, R&D and other activities. The Moroccan Agency for Solar Energy (MASEN) was created in early 2010 and is responsible for managing and overseeing large-scale solar projects, including a recent program to develop solar plants in Ain Beni Mathar, Ourzazate, Sebkhatah, Fom El Oued, Boujdour and the



### Essaouira Solar PV Plant Project

Moroccan Agency for Investment Development (AMDI) promotes private sector investment in energy projects.

Along with the creation of new entities, the government approved in February 2009 a new law to regulate renewable energy investments. This law allows for any facilities below 2 MW to move forward through an expedited approval process and is aimed at liberalizing the production, use and export of renewable energy and supporting private sector investment. Additional incentives for private sector participation in renewable energy projects include exceptions from import duties applicable to equipment, materials and tools for projects with investment of 200 million dirhams or more, as well as a 10% contribution from the public sector for land, buildings and equipment acquisition. In addition, the government has also created the Societe d'Investissements Energetiques (SIE), an entity that is managing a \$1 billion fund exclusive for renewable energy and which was created with contributions from Saudi Arabia (\$500 million), the United Arab Emirates (\$300 million) and the Hassan II Fund for Economic and Social Development (\$200 million).

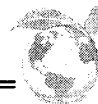
### Proposed Project

In response to recent initiatives in the solar energy sub-sector, ADEREE has requested the assistance of USTDA in conducting a technical assistance program that would evaluate and recommend appropriate PV technologies for a 5 MW solar plant in Essaouira. The primary objective of this project is to demonstrate small-scale application of PV technologies for towns and villages and provide a baseline for evaluating solar PV for implementation of similar size and scope projects throughout the country. It is anticipated that this project would be a highly replicable activity and that similar projects will be implemented in the near future based on this experience and any "lessons learned" obtained during implementation. Essaouira is only one of many ideal small communities with limited grid access that has great potential and potential demand. Additionally, generation in this or similar outlying communities will significantly reduce demand on the grid. Morocco has historically been extremely successful at implementing rural electrification programs. As an example, the Programme d'Electrification Rurale (PERG) has allowed access to electricity to more than 12 million people living in rural parts of the country.

Some important outcomes of the technical assistance include:

- Conduct a site analysis and provide recommendations regarding the most appropriate site for project implementation.
- Identify, assess and recommend site-specific solar PV technology options, including, but not limited to, traditional module, thin film and concentrating.
- Develop a general methodology that could be used to identify preferred technologies for replication of the project beyond this technical assistance.





### **Essaouira Solar PV Plant Project**

- Prepare design specifications for the proposed technology considering installation, operation and maintenance.
- Prepare a conceptual design and technical specifications for the proposed facility, including major equipment specifications and potential U.S. sources of supply.
- Develop a financial analysis and determine financial incentives for private sector engagement.

The result of the program should be a clear implementation plan for development of the facility in Essaouira, which can be used as generic example to identify, analyze and implement projects similar in size and scope throughout the country, particularly in rural areas and small villages.

### **Project Sponsor Capabilities and Commitment**

The proposed grantee for this project is the Agence Nationale pour le Developpment des Energies Renouvelables et de l'Efficacite Energetique (ADEREE). ADEREE is a newly-created entity responsible for overseeing small-scale renewable energy projects and pilot programs, identifying potential resources within the sector, conducting research and development of renewable energy and coordinating project implementation with other sector stakeholders to support long-term sustainable development of Morocco's energy policies. The entity is managed by Mr. Said Mouline, previous director of Renewable Energy Development Center (CDER).

We understand that ADEREE has the capacity and the interest needed to conduct this project. The proposed technical assistance program will respond to many of the objectives of the agency by not only identifying suitable solar PV technologies, but also by developing an initial pilot program that can be used in the future for small-scale projects throughout Morocco. In addition, this project has received strong support from SIE, which would be providing funding for project implementation if necessary. It is our opinion that ADEREE and SIE are extremely committed to this program and see this project as a key element for the success of PV solar technologies in the country. Finally, the program will complement larger-scale efforts being undertaken by other entities such as MASEN.

### **Implementation Financing**

We estimate that implementation cost for this project would be between \$32-38 million. As noted earlier, this project is being supported by SIE. SIE is an independent entity within the public sector of Morocco which is currently managing a \$1 billion fund allocated to the renewable energy sector, including \$200 million in funding from the Hassan II Fund for Economic and Social Development. We believe that this support will only facilitate the financial implementation of this project.



### **Essaouira Solar PV Plant Project**

In addition, this technical assistance is considering potential financial incentives and an assessment of funding sources for this project. Added to its public funds, Morocco has received and will continue on receiving strong support from multilateral entities, including the African Development Bank and the World Bank. There are a number of initiatives to foster renewable energy in the country from these sources, including a regional CSP initiative through the CTF fund, which will channel about \$200 million to Morocco at very high concessional terms with a 40-year loan amortization period and a four-year grace period.

A final, but important source of funding as this project moves forward - as well as other projects similar to this one are implemented throughout Morocco - would be the private sector. The government of Morocco understands that the plan envisioned for renewable energy capacity building in Morocco is not feasible without attracting strong private sector support and investment. As noted earlier, the government has established a legal and financial framework to provide incentives for private sector participation. New laws approved by parliament are opening the environment for the production, use and export of renewable energy and financial incentives such as decreased taxes and customs duties are making renewable energy projects in Morocco more attractive to foreign investors. There are also coordinated efforts from dedicated entities such as the Agence Marocaine de Developpement des Investissements (AMDI) and our conversations with them and other stakeholders have indicated that there is strong support and initiatives to attract in particular American investors. We foresee this technical assistance as a key opportunity to strengthen the U.S. participation, not only of U.S. suppliers and manufacturers, but also of U.S. investors in Morocco's renewable energy sector.

### **U.S. Export Potential**

The KED Team conducted an assessment of the U.S. export potential for this project taking into consideration the interest shown by ADEREE and SIE in incorporating U.S. technologies, past procurement practices and potential types of equipment and technologies in which the U.S. could be competitive. The implementation of the PV solar plant will require equipment such as solar cells, thin film, inverters, controls, batteries, etc. The anticipated exports for the proposed technical assistance are presented in Table 1 of this Report.

It is important to note that during our conversations in country and the subsequent communications after our visit, the support demonstrated by ADEREE and SIE to U.S. companies and manufacturers was strong. We believe that there is a lot of interest of Moroccan officials from these two entities (and others) to develop long-term relationships with American companies. There are already several agreements in place for technical cooperation in the areas of training, research and development. This has been an important first step towards increasing U.S. participation in the sector and in the country, but we found that there are many opportunities for U.S. companies to continuing entering this market.

During the course of the study we have contacted several U.S. manufacturers and service providers and have received good level of interest and positive comments from them, but we

**Essaouira Solar PV Plant Project**

have found a lack of available information to medium and small size companies regarding potential projects in the region. It is very important that information on potential opportunities is distributed to these firms so that they can benefit not only from the momentum to develop the renewable energy sector in Morocco, but also from the interest we perceived during the mission from Moroccan companies and officials to establish partnerships with U.S. companies.

Examples of companies that would benefit from this project include First Solar, Nanosolar, Applied Materials, Suniva, Signet Solar, Evergreen Solar, Global Solar Power, and Sun Power Corp., among many others. The PV market worldwide is growing at 20% per year and generated almost \$40 billion in revenues in 2009.

Our estimate of potential U.S. exports considering the size and scope of the plant is:

**Table 1. Estimated U.S. Export Potential\***

<i>Item Description</i>	<i>Estimated U.S. Export Cost</i>
<b>Modules / Thin-Film</b>	<b>\$18,100,000</b>
<b>Inverters</b>	<b>\$2,100,000</b>
<b>Wiring</b>	<b>\$1,000,000</b>
<b>Mounting hardware, batteries, controllers, others</b>	<b>\$2,800,000</b>
<b>Installation</b>	<b>\$1,700,000</b>
<b>System Design / Engineering</b>	<b>\$1,750,000</b>
<b>Total Estimated U.S. Exports</b>	<b>\$27,450,000</b>

*\*This estimate considers one solar PV plant based on traditional modules. Exports may vary if other thin-film or other technologies are recommended during the study. As the project is replicated in other villages, U.S. export potential will increase as well.*

**Foreign Competition**

Due to its proximity to Europe and the long history between Western Europe and Morocco, we anticipate that competition will be strong for U.S. companies. Traditionally, Spanish and German companies have dominated the PV solar market and Germany accounts for most of the PV power plants in Europe. With experience in large scale PV projects and a develop industry,



### Essaouira Solar PV Plant Project

Germany and Spain are strong competitor for the U.S. and companies such as SolarWorld, Schott, Isofoton and others are key players in this market.

In the case of Morocco, the Spanish have been particularly strong in solar PV and companies such as Isofoton not only have local presence, but have already participated in many projects throughout the country. Based on the information we gathered during our visits we understand that this company has already provided photovoltaic systems for rural areas in central regions of the country through a program that is being managed by ONE. Some of these initiatives, however, have focused on residential applications only so far, but there are certainly many Spanish companies that could provide similar equipment. The Spanish Agency for International Development Cooperation has also developed another program to create microcredit in rural areas using a hybrid system that combines solar and fuel generated electricity.

We believe that it is imperative for U.S. companies to form local partnerships and increase their local presence as means of decreasing competition from foreign sources. There is a high level of enthusiasm towards working with the U.S. firms and attracting U.S. investment in this could be a moment for U.S. companies to become more competitive in this market.

### Developmental Impact

Part of USTDA's mission is to ensure the advancement of economic development for the Grantee and the Host Country. With this goal in mind, KED has anticipated that the projects and activities resulting from the proposed study will have a significant impact on human capacity building, technology transfer and productivity improvement as follows:

**Human capacity building:** it is anticipated that this technical assistance could have a significant effect on human capacity building by providing a baseline for the identification, evaluation and assessment of potential solar PV technologies. The implementation of this project will require training and transfer of knowledge to local staff for the construction, installation and maintenance of the solar PV plant, but most importantly it will result in the creation of high-value technology- driven jobs for skilled labor. For instance, a project such as the one proposed for Essaouira could require a four technician/manager staff, and three additional positions in system monitoring and maintenance, in addition to any construction jobs created. We would also foresee collaboration between local companies and foreign experienced consultants in the area of engineering and design, which would result in additional training of local companies in renewable energy technologies. As projects are replicated and these technologies become more widespread, there would also be opportunity for local companies to develop manufacturing capacities for small parts and components such as wiring, tracks, etc. The Center for Renewable Energy Development (CDER) estimated in 2008 that the renewable energy sector could create 40,000 jobs in Morocco.

**Technology transfer and productivity improvements:** this project is a perfect opportunity to showcase a small-scale application of PV technologies within the overall framework of



### Essaouira Solar PV Plant Project

renewable energy in Morocco. While solar energy is gaining momentum in the country, most of the efforts so far have been targeted toward large-scale projects. This would be a key program to add generation capacity to the system at a small but duplicable scale. In addition, photovoltaic solar technologies provide a number of efficiencies and productivity improvements. One of them is that these systems require less maintenance than conventional systems, which is especially important for systems located in remote areas where transportation and labor costs may be significant. In addition, these systems are usually highly modular, allowing for easy expansion which would allow systems to respond to population and demand growth.

**Market oriented reforms:** this project responds to an ambitious program to develop energy generation capacity through renewable sources in Morocco. While this project is only a component of the overall program, it will foster the development of the sector and implementation of new modern solar technologies. Within this framework, the kingdom aims to boost energy production from renewable sources to meet 15% of domestic needs by 2020.

### Impact on the Environment

KED does not anticipate that the implementation of the programs resulting from the proposed technical assistance will have significant negative impacts on the environment. Photovoltaic solar systems are extremely environmentally friendly and often require minimal infrastructure when compared to traditional systems, providing environmental benefits to sites located in isolated areas.

We believe that this project could have significant positive impacts into Morocco's future by providing a clean, renewable source of energy. A key environmental benefit that could be achieved by the project is reduced carbon emissions. In addition, distributed solar PV systems also reduce demand on grid capacity, thus decreasing the need for installation of new, upgraded transmission and distributions systems. Transmission line installation and modification results in several environmental impacts that can be negatively affect the environment. Finally, PV technologies have a great advantage over solar thermal in that it does not require water for operation, but only for cleaning/maintenance, which is a much lower volume than solar thermal requires in steam generation.

### Impact on U.S. Labor

It is KED's opinion that the Project will not cause any dislocation of U.S. jobs. It is not expected to provide any incentive to induce a business enterprise currently located in the U.S. to relocate in Morocco or another foreign country; contribute to the violation of internationally recognized workers' rights; or contribute to the production of any commodity that is in surplus in the global markets.

In fact, we believe that this project could have a positive impact by opening opportunities to U.S. suppliers of thin film, solar cells, inverters, PV system designs, etc.



## Essaouira Solar PV Plant Project

### Qualifications

The selection of the Contractor should be based on the following criteria:

**Firm and Team Experience (45 points):** Firm and team experience (including detailed resumes) in renewable energy projects, particularly in solar energy. Previous experience in the evaluation of solar technologies, design and implementation of solar PV plants. Experience with solar PV projects between 5 – 10 MW preferred.

**Work Plan and Methodology (35 points):** Adequacy of the proposed work plan and suggested overall approach in responding to the Terms of Reference. Soundness and thoroughness of the technical approach and work plan sections of the proposal, and overall quality of proposal presentation will be evaluated. The proposal should also provide an organization chart of key personnel with their qualifications, and a staffing schedule for each key activity.

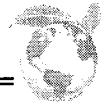
**Regional Experience (10 points):** Firm and team's familiarity with the energy sector in Morocco and in general, North Africa and the Middle East. Experience working with local authorities, as well as familiarity with local regulations.

### Justification

KED has made that recommendation on this project based on its potential for U.S. exports, replication, economic and social impacts, and demonstrated commitment of the grantee. During our visit to Morocco and thereafter, both ADEREE and SIE demonstrated a high level of interest of working with USTDA and U.S. companies as means of increasing transfer of technology, building human capacity, and fostering U.S. private sector participation in Morocco's renewable energy market. In addition, we believe that both institutions look at this project as a key opportunity to complement the efforts of the national renewable energy program and as means of showcasing the potential PV solar technologies at a small utility scale.

It is anticipated that potential U.S. exports arising from the initial pilot project would be about \$28 million. But most importantly, this project will be the baseline for many other similar projects in years to come, multiplying the potential for U.S. exports of products and services. There are several companies in the U.S. that offer high technology products such as Nanosolar, First Solar, SunPower and others. There is also great potential for firms such as Applied Technologies and other suppliers to solar module and inverter manufacturers, as well as for companies in the area of design and engineering of systems. We believe this is one of many important opportunities to increase the participation of U.S. manufacturers, service provider and investors in Morocco's renewable energy market.

There are significant developmental impacts that can be achieved both in the short and medium terms. There is great opportunity for transfer of technology, transfer of knowledge and training of local staff in these technologies, and in the long-run there is the potential for the development of



**Essaouira Solar PV Plant Project**

a local industry of solar systems parts and components. New skilled jobs will be created as part of the program and as additional projects come in line the effect will be multiplied.

# **A N N E X 3**





**U.S. TRADE AND DEVELOPMENT AGENCY**  
**Arlington, VA 22209-2131**

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

**NATIONALITY:**

**1) Rule**

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

## 2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

## 3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

## **SOURCE AND ORIGIN:**

### **1) Rule**

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

### **2) Application**

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

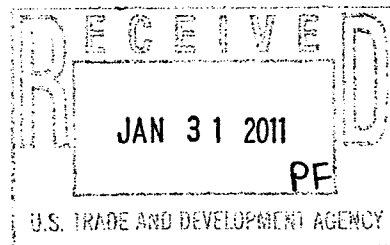
### **3) Definitions**

“Source” means the country from which shipment is made.

“Origin” means the place of production, through manufacturing, assembly or otherwise.

*Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.*

## **ANNEX 4**



## GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and National Agency for the Development of Renewable Energy and Energy Efficiency of Morocco ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$631,000 ("USTDA Grant") to fund the cost of goods and services required for Technical Assistance ("TA") on the proposed Essaouira Solar Photovoltaic Power Project ("Project") in Morocco ("Host Country").

CK  
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MB  
RC  
SF  
LZ  
PD  
JW

### 1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

### 2. Terms of Reference

The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA.

### 4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

## **5. USTDA as Financier**

### **(A) USTDA Approval of Competitive Selection Procedures**

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* ([www.fedbizopps.gov](http://www.fedbizopps.gov)). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

### **(B) USTDA Approval of Contractor Selection**

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the TA. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the TA. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the TA that they were not selected.

### **(C) USTDA Approval of Contract Between Grantee and Contractor**

The Grantee and the Contractor shall enter into a contract for performance of the TA. This Contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

### **(D) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

**(B) Contractor Invoice Requirements**

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

**7. Effective Date**

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

**8. TA Schedule**

**(A) TA Completion Date**

The completion date for the TA, which is June 1, 2012, is the date by which the parties estimate that the TA will have been completed.

**(B) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

## **9. USTDA Mandatory Clauses**

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

## **10. Use of U.S. Carriers**

### **(A) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

### **(B) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

## **11. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

## **12. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.



### **13. Cooperation Between Parties and Follow-Up**

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

### **14. Implementation Letters**

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

### **15. Recordkeeping and Audit**

The Grantee agrees to maintain books, records, and other documents relating to the TA and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

### **16. Representation of Parties**

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Director General. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

### **17. Addresses of Record for Parties**

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. Said Mouline  
Directeur Général  
ADEREE  
Ministère de l'Energie et des Mines

Rabat  
Morocco  
Phone: 212 537 68 84 07  
Fax: 212 537 68 39 87  
s.mouline@cder.org.ma

To: U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 11/12 1001  
Activity No.: 2011-21010A  
Reservation No.: 2011072  
Grant No.: GH201121072

## **18. Termination Clause**

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

## **19. Non-waiver of Rights and Remedies**

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

## **20. U.S. Technology and Equipment**

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Government of the United States of America and National Agency for the Development of Renewable Energy and Energy Efficiency of Morocco, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the  
United States of America

For the National Agency for the  
Development of Renewable Energy and  
Energy Efficiency of Morocco

By: Judith Chammes

By: [Signature]

Date: 1/25/2011

Date: Jan. 25, 2011

Witnessed:

Witnessed:

By: [Signature]

By: [Signature]

**Annex I -- Terms of Reference**

**Annex II -- USTDA Mandatory Clauses**

## **Annex II**

### **USTDA Mandatory Contract Clauses**

#### **A. USTDA Mandatory Clauses Controlling**

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and National Agency for the Development of Renewable Energy and Energy Efficiency of Morocco ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the TA ("Study") for the Essaouira Solar Photovoltaic Power Project ("Project") in Morocco ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

#### **B. USTDA as Financier**

##### **(1) USTDA Approval of Contract**

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

##### **(2) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any

subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

### **C. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

### **D. Recordkeeping and Audit**

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

### **E. U.S. Carriers**

#### **(1) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

#### **(2) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

#### **F. Workman's Compensation Insurance**

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

#### **G. Reporting Requirements**

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the TA. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

#### **H. Disbursement Procedures**

##### **(1) USTDA Approval of Contract**

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

##### **(2) Payment Schedule Requirements**

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

##### **(3) Contractor Invoice Requirements**

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available

from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

**(a) Contractor's Invoice**

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

**(i) For a mobilization payment (if any):**

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(ii) For contract performance milestone payments:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(iii) For final payment:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(b) Client's Approval of the Contractor's Invoice**

**(i)** The invoice for a mobilization payment must be approved in writing by the Client.

**(ii)** For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:



"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

#### **(c) USTDA Address for Disbursement Requests**

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

#### **(4) Termination**

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

### **I. USTDA Final Report**

#### **(1) Definition**

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

#### **(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

- (a)** One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that

confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

### **(3) Final Report Presentation**

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

“The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

## **J. Modifications**

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

## **K. TA Schedule**

### **(1) TA Completion Date**

The completion date for the TA, which is June 1, 2012, is the date by which the parties estimate that the TA will have been completed.

## **(2) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

## **L. Business Practices**

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

## **M. USTDA Address and Fiscal Data**

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

Fiscal Data:  
Appropriation No.: 11 11/12 1001  
Activity No.: 2011-21010A  
Reservation No.: 2011072  
Grant No.: GH201121072

## **N. Definitions**

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

#### **O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

# **ANNEX 5**

## **Annex I**

### **Terms of Reference**

**Objective:** The objective of this technical assistance (TA) is to evaluate and recommend appropriate alternative Solar Photovoltaic (PV) technologies for a 5 MW solar PV plant in Essaouira, Morocco (the “Pilot Project”). This TA and the subsequent implementation of the Pilot Project would showcase the applicability of solar PV on a utility scale and create a duplicable and generic PV methodological guideline for evaluating and selecting site specific PV technology, facilitating replication for the Moroccan 2020 Program and beyond. As a preferred outcome, the TA will result in generating electricity to add to the existing grid.

#### **Task 1: Project Kick Off and Data Collection**

The Contractor shall conduct an initial conference call with the National Agency for Renewable Energy and Energy Efficiency (“Grantee”) to present the selected team, discuss the proposed project methodology and schedule, and coordinate an initial visit to Morocco. As a result of this conference call, the Contractor shall conduct preliminary data analysis and prepare a TA plan prior to the initial visit, including an agenda to meet with relevant stakeholders in order to discuss the proposed 5 MW solar PV Pilot Project and its specific objectives. The plan should also include visits to potential Pilot Project site locations.

This TA plan shall demonstrate that the Contractor has developed a clear and comprehensive understanding of the planned governmental activities and national strategy as it pertains to solar and renewable energy projects in Morocco, including the Solar 2020 Plan. The TA plan shall be delivered at least 21 days before travel for review by the Grantee.

Subsequently, the Contractor shall conduct a ten (10) day business visit to Morocco to meet with the Grantee and conduct the scheduled site visits. At a minimum, the Contractor shall meet with the following relevant stakeholders:

- Ministry of Energy, Mines, Water, and Environment departments including:
  - Energy Investment Agency (SIE)
  - National Agency for the Development of Renewable Energy and Energy Efficiency (ADEREE)
  - Moroccan Agency for Solar Energy (MASEN);
- National Office of Electricity (ONE);
- Financial institutions working in Morocco, including the World Bank, African Development Bank, commercial banks and private sector investors;
- Other stakeholders suggested by the Grantee; and
- Other stakeholders deemed appropriate by the Contractor.

During the business visit, the Grantee shall make available to the Contractor any information that would be relevant to the TA and discuss national-level policies. In addition to this information, the Contractor shall collect and review additional data and studies provided by the entities other than the Grantee. The Contractor shall request and obtain ONE interconnection requirements based on location, voltage, and existing transmission and distribution equipment at the proposed Pilot Project site(s). The Contractor shall obtain video and photographs of the entire project area including the interconnection location.

The Contractor shall identify additional information required from the Grantee and other relevant entities in order to successfully carry out the TA, and shall outline this information in a matrix format with allowance for notating receipt of additional information requested or learned during the TA.

It is anticipated that prior to and during the meetings, the Contractor shall work closely with the Moroccan entities, including, but not limited to, those listed above, to clearly identify all necessary input and requirements for a successful TA.

**DELIVERABLE #1:** The Contractor shall prepare and deliver a report establishing the TA plan that will be utilized to develop, specify and measure the data collection, project parameters, and desired outcome. The plan shall consider the objectives and interconnection requirements of the Ministry of Energy, Mines, Water, and Environment, SIE, ADEREE, MASEN and ONE. The report shall include an index of data, in a matrix format, collected before and during the visit that is be required for the remainder of the TA.

## **Task 2: Site Assessment, Description and Permitting**

The Contractor shall review all information collected during Task 1, including solar resources, topography and interconnection requirements for the proposed site locations to provide the basis for PV technology selection and location analysis for PV technology selection. The primary objectives of this task are to: a) determine the preferred and alternate sites for the installation of this Pilot Project generation facility; and b) to develop a duplicable methodology for site assessment that can be used beyond this TA.

The Contractor shall work with relevant stakeholders identified in Task 1 as well as the National Meteorology Department to obtain data from the nearest weather stations, and analyze this meteorological data and any other pertinent insolation information. During the course of this task, the Grantee shall work closely with the Contractor to ensure that access to the pertinent data and information is provided.

Subsequently, the Contractor shall utilize this information to conduct an assessment of proposed site locations to determine adequacy for the proposed Pilot Project. The Contractor shall conduct site assessments that clearly identify means to capitalize on site advantages and as well as site deficiencies with proposed measures to overcome them.



The Contractor shall work with the Grantee and other relevant stakeholders to identify at least one preferred site and at least one alternate site for the Pilot Project.

The technical assessment of available information shall include, but not be limited to:

- Initial site assessments based on location and local grid parameters;
- Analysis of size sufficiency for the development of the Pilot Project;
- Verification of ONE interconnection requirements based on location, connection points, voltage, and existing transmission and distribution equipment;
- Substation location and inverter positioning;
- Description of and proximity to the grid and interconnection requirements;
- Analysis of suitability of identified and described solar resources;
- Description and photographs of land and geographical conditions;
- Physical GPS coordinates, orientation and topography (gradient);
- Availability and/or suitability for access roads to all parts of the site;
- Separation from domestic residences or noise and visual impact-sensitive areas;
- Description of appropriate zoning and environmental considerations;
- Clearance and shading from vegetation, structures, hills, or other factors;
- Description of local demographic details; and
- Proximity to sources of dust which could obscure sunlight and coat panel surfaces with a film that would reduce plant efficiency.

Considering the information learned in the technical assessment, the Contractor shall also determine the required licensing and permitting procedures including electricity and power; substation connection requirements; environmental licensing; and construction and registration permits.

**DELIVERABLE #2:** The Contractor shall prepare and submit a report that summarizes the findings of the site assessment for the Pilot Project. At a minimum, the report shall include a description of the recommended site and interconnection location including coordinates, technical description and photographs of the location, and basic interconnection requirements. The report shall clearly make recommendations for one preferred and at least one alternate location.

*Confirmation shall be obtained from the Grantee to ensure acceptance of the recommended location before developing the remaining tasks of the TA.*

### **Task 3: Specific Utility Connection Requirement**

Working in coordination with the Grantee, the Contractor shall obtain consumption data from ONE for the proposed preferred site location. Based on this information, the

Contractor shall determine the trends in demand growth at the preferred location and for the area, including pre- existing generation capacity, and the national grid.

The Contractor shall also collect and document technical information pertaining to the network needs in the area that would be utilized to transmit electricity from the proposed sites to the potential buyers of electricity. This shall include the transmission and distribution network, substations, and any relevant infrastructure in the area of the project.

Finally, the Contractor shall identify and establish the various technical, financial, and legislative requirements for connecting the Pilot Project to a local grid that would supply the demand in the Pilot Project area.

**DELIVERABLE #3:** The Contractor shall prepare and submit a report detailing the potential demand and any specific utility connection requirements. The report shall present all assumptions made for the various scenarios related to electricity consumption, generation, demand projections and interconnection requirements for the proposed Pilot Project. In addition, the Contractor shall present a generic methodology that can be easily duplicated to evaluate additional and future sites.

#### **Task 4: Assessment of Site Specific Solar PV Technology Options**

The Contractor shall analyze various solar PV generation technologies considering the following TA objectives: a) to identify those technologies that could reasonably be considered suitable for commercial power generation in the Pilot Project area; and b) to develop a duplicable generic methodology (baseline) to identify preferred technologies for additional site development beyond the Pilot Project.

The Contractor shall conduct a solar PV technology screening, which shall compare applications most appropriate for the preferred site in a 5 MW pilot sized, scalable and duplicable project. The purpose of this analysis is to determine the suitability of PV technology for solar power generation given the local conditions. At a minimum six commercially viable technologies should be assessed. The Contractor shall develop a comparative analysis of potential technologies, including tracking systems versus non-tracking systems; traditional module; thin film; concentrating; hybrid systems; and other commercially available solar PV technologies appropriate for the preferred Pilot Project site and Morocco's local conditions.

Based on the preferred site selected, the Contractor shall evaluate potential technology options considering insolation; topography; grid proximity; interconnection requirements; design life; cost; and other appropriate parameters. The Contractor shall describe the development status of PV technology applications, with specific attention and emphasis on those applicable to this Pilot Project in Morocco, considering future development through expansion of the successful Pilot Project.

For each of the PV technologies options evaluated, the Contractor shall consider at the minimum the following factors:

- The methodology developed and documented for each technology performance, measurement and evaluation. For each screened technology, the Contractor shall describe the technical means by which the performance of such technology is evaluated in order to continuously monitor and evaluate its factors such as productivity and efficiency;
- Reliability and maintenance issues related to system equipment; operations; and controls; quality assurance and reliability information; best practices; and any operating experience based on PV manufacturers' knowledge. The Contractor shall conduct a review of published information on different technology applications as well as any data that may be obtained from specific technology manufacturers;
- Comparison of the energy conversion efficiency factors for the various technologies based on previous published or documented data measurements and documented case studies and experiments;
- Comparison of solar efficiency and field performance factors provided by various PV manufacturers based on actual plants that would resemble the proposed site in Morocco;
- Identity of technology and operations risk areas and mitigation as it relates to project yield, as well as capital and operating expenses; and
- Analysis of the available storage technologies and the feasibility to overcome energy intermittency to grid connectivity.

In addition to the factors above, the Contractor shall evaluate the appropriate PV technologies considering the status of the technologies and commercial experience; the solar resource in the study area; costs and any associated risks. The Contractor shall also consider additional criteria in the comparative analyses, such as average unit plant capital cost; average unit operation and maintenance costs; average unit cost to generate electricity; average unit land requirements; and annual capacity factors.

The comparative analyses shall also include a brief description of each potential technology, including any information available to the Contractor regarding the current status of each technology and its availability. The analysis shall contain a more detailed description of the three "best alternatives". This information should be presented in a format that can be easily used in the future by the Grantee to assess adequate PV technologies for sites similar to the proposed Pilot Project.

Additionally, for each type of technology addressed, the Contractor shall identify environmental considerations; ownership and licensing requirements; economic assessment, including a cost/benefit comparison; infrastructure and interconnection

requirements; and a description of potential commercial, industrial, and technical risks and a comparison of risk management solutions.

Based on the findings from the analyses above, the Contractor shall develop a technology comparison matrix using the parameters above, as well as any others deemed appropriate by the Contractor. The matrix should be used to identify top-tier technology alternatives. The matrix shall be a document suited for modification and used in future project replication.

The Contractor shall utilize the results to establish the most adequate technology for this Pilot Project at the preferred and alternate sites and provide a final technology recommendation based on the suitability of the PV technology for solar power generation given the site specific location parameters.

**DELIVERABLE #4:** The Contractor shall prepare and submit a report containing a matrix comparison of viable technologies, with detailed information on the proposed top three alternatives including manufacturer specifications. This report shall provide a recommendation for the most appropriate technology, including a clear justification for its selection.

#### **Task 5: Prepare Preliminary Design Specifications and Operation and Maintenance Procedures**

The Contractor shall prepare preliminary design specifications and operations and maintenance procedures for the Pilot Project. Specifically, the Contractor shall:

- Develop design specifications for the proposed Pilot Project, including installation specifications, and operation and maintenance requirements in individual system design specifications;
- Provide operation and maintenance program requirements; and
- Identify appropriate spare parts for the proposed system.

The design criteria documents shall apply to the Pilot Project, and shall be adaptable as model documents for future plants.

**DELIVERABLE #5:** The Contractor shall prepare a report containing preliminary design specifications and necessary installation, operation and maintenance procedures based on permitting and regulatory requirements. The report shall outline and detail all necessary application requirements for the preferred PV technology considering installation, operation and maintenance activities.

### **Task 6: Preliminary Engineering for Facility and Equipment Requirements**

Based on the estimate for demand at the preferred site, and the technology screening results, the Contractor shall prepare a conceptual design and technical specifications for the proposed Pilot Project facility. This shall include the following:

- Design basis and philosophy;
- Process and technology/equipment description and options;
- System utility balance;
- System performance and specifications;
- Primary equipment sizing and specification (for local conditions);
- Technical and conceptual design drawings and supporting preliminary calculations for the selected technology, including the following:
  1. Electrical distribution optimization;
  2. Plant reliability;
  3. Variable speed drives (if applicable for tracking systems);
  4. Compressed air system (if applicable for tracking systems or assembly);
  5. Modularization and containerization (consider scalable applications); and
  6. Heliostat field ground preparation (if CPV).
- The conceptual design shall include, at a minimum:
  1. General arrangement drawings;
  2. Major equipment list with sizing;
  3. Major equipment specifications;
  4. One-line diagrams and preliminary interconnection details;
  5. Control system single line diagrams; and
  6. Instrument Index.

**DELIVERABLE #6:** The Contractor shall prepare and submit a detailed report addressing preliminary engineering requirements for the facility and equipment. The report shall describe and include all design reports and calculations, as well as the conceptual drawings developed under this task.

### **Task 7: Host Country Development Impact Assessments and Market Oriented Reforms**

The Contractor shall prepare a developmental impact analysis to provide the Pilot Project's decision-makers and interested parties with a broader view of this Pilot Project's potential effects on the host country. While specific focus shall be paid to the immediate impact of the Pilot Project, the Contractor shall also analyze any additional developmental benefits that may result from the Pilot Project's implementation, including efforts to scale, modify and duplicate this Pilot Project.

The factors to be considered shall include the following, at a minimum:

- Infrastructure - The Contractor shall describe the infrastructure to be built as a result of this Pilot Project implementation. The Contractor shall also analyze the potential impact of project replication in Morocco.
- Market- Oriented Reform - The Contractor shall provide a description of any regulation, laws, or institutional changes that are recommended and the effect they would have if implemented.
- Human Capacity Building The Contractor shall assess the number and type of local positions needed to construct and operate the proposed Pilot Project, including the number of local people who would require training; and shall provide a description of such additional training programs.
- Technology Transfer and Productivity Enhancement Opportunities - The Contractor shall identify efficiency gains as a result of the Pilot Project as well as describe the transfer of technology to Morocco.
- Other - The Contractor shall describe any other developmental impacts or benefits that would result from the Pilot Project, specifically including: replication projects, safety, increased good governance or improved financial revenue flows to Morocco.

### **Task 8: Preliminary Environmental Impact Assessment**

The Contractor shall perform a preliminary review of the recommended project's environmental impacts consistent with local requirements and those of the World Bank. This review shall identify potential negative impacts, discuss the extent to which they can be mitigated, and develop plans for full environmental impact assessment if and when the project moves forward to the implementation stage.

This assessment shall focus on potential impacts of the Pilot Project on (a) ecological resources including flora and fauna, (b) cultural heritage sites and relics, (c) reflection, (d) soil erosion, (e) local community disturbances from construction activities, and (f) possible changes in land use. The Contractor shall outline appropriate mitigation measures, management procedures and monitoring programs, if any.

**DELIVERABLE #7:** The Contractor shall prepare a report describing the preliminary developmental impact assessment and the preliminary environmental impact analysis as discussed in Tasks 7 and 8. The Contractor shall identify any issues that may require further analysis and/or mitigation.

**Task 9: Develop Financial Analysis and Determine Financial Incentives**

The Contractor shall prepare detailed cost estimates, including engineering costs, capital construction costs and equipment costs, for the proposed Pilot Project. The cost estimates shall be based on the Contractor's knowledge of the local market and information costs provided by the Grantee.

In addition, the Contractor shall include the costs of operations and maintenance, as well as benefits from predicted sales of electricity and improved electricity availability for various activities in the area such as industry, recreation, and tourism.

The Contractor shall develop a potential fee structure for electricity sales and necessary equipment accessories, covering operation and maintenance costs, depreciation, debt service in excess of depreciation, taxes, and reasonable profit. This shall also include revenues resulting from carbon credits and other incentives as available in Morocco.

The Contractor shall prepare pro forma financial statements for the Project over a 20-year period taking into consideration capital investments, operations and maintenance costs. The Contractor shall assess the potential rate of return of the project and conduct a sensitivity analysis for key variables.

As part of this task, the Contractor shall conduct meetings with potential financiers, including multilaterals (World Bank, African Development Bank), the Overseas Private Investment Corporation, the Export-Import Bank of the United States, commercial banks, and private sector investors to assess potential sources of funding. This task shall be coordinated through the Grantee, with input from SIE.

Finally, the Contractor shall assess potential mechanisms to enable private sector participation and make recommendations in regard to the strategy to be followed, including a proposed schedule and outline of the process.

**DELIVERABLE #8:** The Contractor shall prepare and submit a report comprising the financial analysis, pro forma financial statements, financing mechanisms and recommendations for private sector engagement.

### **Task 10: U.S. Sources of Supply**

The Contractor shall identify the potential value of U.S. exports of equipment and services and prepare a U.S. supplier list which shall outline potential U.S. sources for procurement of goods and services for carrying out the services required to implement the development plan for the Pilot Project. The list shall include company name, contact information, contact person and a general description of products and services that may be procured.

**DELIVERABLE #9:** The Contractor shall prepare and submit a list of potential U.S. suppliers of products and services, which shall include contact information and general product descriptions.

### **Task 11: Implementation and Verification Plan**

The Contractor shall develop an Implementation and Verification Plan that provides a proposed timetable, given financial considerations and project execution plans for the various stages, milestones and activities of the Pilot Project. This Implementation and Verification Plan will use the conceptual design developed as a basis for this plan and provide verification tools to measure the performance of the Pilot Project for future consideration. The Implementation and Verification Plan shall be a duplicable, scalable model to be used for future projects. This plan shall be a guideline for the development of future projects and shall provide a step-by-step analysis and project development strategy that can be utilized in the future. It should also identify measureable goals and performance objectives for the Pilot Project.

The Contractor shall prepare a matrix for measuring results of the Pilot Project installation and performance, including (at a minimum):

- Power production per unit area;
- Cost per kilowatt installed capacity;
- Projected cost per kilowatt-hour produced; and
- Additional parameters as appropriate.

The measureable goals matrix shall be a living document readily modified as the Pilot Project is expanded, duplicated, scaled or otherwise modified.

The implementation strategy is expected to serve as a key component of the business plan that shall be developed by the Grantee outside the scope of these Terms of Reference, and would serve as a model for future similar projects in Morocco and the region. The Contractor shall finalize the Implementation and Verification Plan with the Grantee, with specific attention to potential application to future projects.



**DELIVERABLE #10:** The Contractor shall prepare a detailed Implementation and Verification Plan Report that includes a schedule for the Pilot Project, a matrix of measureable goals and objectives for the Pilot Project, as well as step-by-step guidelines for analysis of future activities of similar size and scope. The plan shall be prepared as a duplicable scalable model readily adapted for use with future projects.

**Task 12: Prepare the Request for Proposals (RFP) Specifications for the 5 MW pilot PV plant in Essaouira**

Upon finalizing Task 11, the Contractor shall work in close coordination with the Grantee to develop RFP specifications based on the results of Tasks 1-11. The Contractor shall ensure that the RFP is consistent with the Moroccan and the Grantee's public bidding and tendering policy and procedures and the business and operational objectives of the Pilot Project. This RFP shall also reflect internationally accepted practices to ensure an open competition from both domestic and international companies. The Contractor also shall recommend to the Grantee potential advertising sources for such an RFP.

The RFP shall clearly request a response regarding all technical and business requirements for this project, including but not limited to:

- Technical requirements based on the results from Tasks 1-11, including site, technology and interconnection issues as applicable;
- Financial requirements of the project, including system costs; maintenance; operation; training, etc. ;
- Periodic maintenance requirements to obtain the full life cycle of the components of the plant;
- Organizational requirements including staffing, technical management quality control and quality assurance parameters and metrics;
- Training needs and human capacity building;
- Implementation timeframe, plan and schedules, including a sequencing of priority areas in terms of profitability, productivity and other variables discussed with the Grantee;
- Submittals and deliverables;
- RFP bidding rules and evaluation criteria;
- Sample contract (should the bidder be selected);
- Success metrics, including measures to demonstrate project results considering the evolutionary nature of PV technologies; and,
- Other points to be determined by the Contractor and Grantee.

The RFP Specifications for the Pilot Project shall be developed to be used as a template for future similar projects and in accordance with those metrics set forth in Task 11 of the TA. The Contractor shall work with the Grantee to finalize the RFP specifications for the Pilot Project for external distribution.

The Contractor shall produce the RFP in French and English. The Contractor shall ensure

that both the French and English versions of the RFP state that bidders' responses to the RFP may be solely in English. The Contractor shall ensure that the Grantee's staff is fully informed and active in the RFP planning process. The Contractor shall work with the Grantee to ensure that procedures are in place to allow the RFP evaluation process to be fair, open and transparent.

The Contractor shall work with the Grantee to develop the RFP evaluation criteria and methodologies, and ensure that international RFP evaluation procedures are in place for evaluating bidders' responses to the RFP. The Contractor shall translate the evaluation criteria and methodologies into French as a reference for the Grantee. The Contractor shall develop a timeline for the RFP release, the receipt of responses and evaluation, and document the anticipated timeline for the final negotiations and project awards. The Grantee shall review and edit the Contractor's translation of the evaluation criteria and methodologies into French.

**DELIVERABLE #11:** The Contractor shall deliver the RFP specifications for the Pilot Project; RFP evaluation criteria and methodologies; translation of the evaluation criteria and methodologies into French; a timeline for the RFP release, receipt, and evaluation, and the anticipated timeline for the final negotiation and project award. All documents shall be presented in Microsoft Word files.

### **Task 13: Draft Report and Briefing**

The Contractor shall prepare and present a substantive and comprehensive draft report of all of the work provided for by Tasks 1 through 12 above.

The Contractor shall conduct a briefing in Morocco detailing all TA findings and discussing Final Report considerations with the Grantee.

**DELIVERABLE #12:** The Contractor shall prepare and present the draft report through a briefing with the Grantee to discuss the project and ensure that the program responds to regulatory and technical requirements, and meets all expectations previously identified by the Grantee. A briefing presentation should be provided to the Grantee with key findings of the technical assistance.

### **Task 14: Final Report**

The Contractor shall prepare and provide a comprehensive Final Report for submission to the Grantee and to USTDA. The Contractor shall ensure that the Final Report is submitted in accordance with Clause I of Annex II of the Grant Agreement. The Final Report shall be a substantive and comprehensive report of work performed to carry out all of the tasks set forth in the Terms of Reference and shall include, among other things, an Executive Summary and all deliverables. Each task of the Terms of Reference shall form a separate chapter of the Final Report.

The Final Report shall also include a comprehensive list of potential sources of U.S. equipment and services relevant to the implementation of each component of the Pilot Project as outlined in the TA.

**DELIVERABLE #13:** The Contractor shall submit to the Grantee four (4) copies of the complete version of the Final Report in French and one (1) copy in English. The Contractor shall also provide to the Grantee one (1) electronic version of both the complete and public versions of the Final Report. The Contractor shall provide copies of the Final Report to USTDA in English in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work products that are developed under these Terms of Reference.

# **ANNEX 6**

## **COMPANY INFORMATION**

### **A. Company Profile**

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections E and F below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (\*) next to the names of those principal officers who will be involved in the Technical Assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).

7. Project Manager's name, address, telephone number, e-mail address and fax number .

**B. Offeror's Authorized Negotiator**

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

**C. Negotiation Prerequisites**

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical Assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

**D. Offeror's Representations**

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical Assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its **Articles of Incorporation, and a certificate of good standing** issued within one month of the date of its proposal by the State of \_\_\_\_\_. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Subcontractor Profile**

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

## **E. Subcontractor's Representations**

If any of the following representations cannot be made, or if there are exceptions, the subcontractor must provide an explanation.

1. Subcontractor is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical Assistance and to perform the Technical Assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.



3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: \_\_\_\_\_  
(Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_